**Consulting Agreement**

_____National Managing Holding “Baiterek” JSC, Astana
Republic of Kazakhstan
And
Hyperion (E.B.) 2013 Ltd.
1,Sderot Shaul Hamelech
Tel Aviv 6473301, Israel

Have agreed upon consulting services ( hereinafter “**The Services**”) to be provided to National Managing Holding “Baiterek” JSC (hereinafter the “**Holding Co.**”)
by Hyperion (E.B.) 2013 Ltd. (hereinafter the “**Consultant**”) under the following agreement:

## The Services

### Purpose

_____Strategic Consultancy within the scope and main directions of the hereby defined Fields of Cooperation.

Search for and promotion of investments in agreed upon projects.

Strengthening cooperation between the Republic of Kazakhstan (hereinafter “**Kazakhstan”)** and the State of Israel (hereinafter **“Israel”).**

Joint Supervision of the execution of projects, resulting from he above mentioned efforts on the Sovereign territory of Kazakhstan.

### Fields of Cooperation

**1. National Security and National Intelligence Systems.**

**2. Investments:**

Support and promotion of Foreign Direct Investments, including capital raising for mutually agreed projects.

Promotion and encouragement of cooperation with international financial institutions,investment banks etc.

Joint supervision of the financial backing of mutually agreed projects.

**3. Agriculture:** Food Security becomes a major determinant of International policies and Politics.

Assist the development of a National long term plan for the Agriculture Sector.

Support and promote concrete projects in crop rising, fertilisation, seeds development, etc.

Joint Supervision of the agreed upon projects.

**4. Water Management:**

Assist the development of a National Plan for Water Management to include sources analysis, supply, cost effective uses and reprocess.

Joint Supervision of mutually agreed projects.

**5. Healthcare:**

Strengthen and promote the Cooperation between Kazakh and Israeli Medical Centres in regard to the sharing experience in advanced technologies and best practices.

Promote joint projects to build advanced Medical Diagnostic Centres to cover cardiovascular, oncology and brain related diagnosis.

Joint Supervision of the mutually agreed projects.

**6. Education:**

Strengthen the cooperation on the issues of Higher Education, Scientific and Technical Personnel training.

Assist the development of centres of excellence in Kazakh leading Universities based on the Israeli experience.

Joint Supervision of mutually agreed projects.

**7. Infrastructure:**

Strengthen cooperation on issues of logistics, transportation and manufacturing industries.

Joint Supervision of mutually agreed projects.

**Mechanism of Cooperation ( The Modus Operandi)**

**General**

_____Holding Co. is the Authorised Coordinator on behalf of the Government of the Republic of Kazakhstan for any need or purpose related or emanating from this Agreement, including in regard to Israeli leading companies,financial institutions, investors and scientific

institutions ( hereinafter, collectively or separately, “**Israeli Party**”).

The above mentioned coordination with israeli Party (or Parties) will take place through The Services of the Consultant exclusively.

## Phases of the working process

Phases of the working process as agreed between Holding Co. and the Consultant will be normally as follow:

**A. Information:** Holding Co. will prepare and provide the necessary information on the main tasks and objectives set by the Government of the Republic of Kazakhstan. the Information will be conveyed to the Consultant in writing or another workable medium/format.

**B. Experts Dialog/survey,bi-lateral:** Having the Information the Consultant will choose the Israeli Party or experts which will run a dialog with Kazakh counterparts ( to be identified by Holding Co.) in order to clarify the nature and details of the task. In many cases the dialog will have to include field visit or certain survey in Kazakhstan by a small group of Israeli experts. In other cases a visit of few Kazakh experts to Israel or a meeting in Europe can answer the professional need.

**C. Analysis and Projects Proposals:** The Consultant assisted by Israeli Parties/experts will analyse the accumulated knowledge and will develop Proposals for possible Projects or other action items related to the task. these Proposals will be conveyed to the Holding Co. in writing or any other workable format.

**D. Crystalizing Plans & Projects, bi-lateral:** Having the Projects Proposals the Holding Co. will share them with the proper individuals or entities and a second round of bi-lateral Dialog will take place between Israeli Party and Kazakh officials or experts in order to get a first feed back ,validate, refine and prioritise the proposals. the Consultant will consolidate all applicable solutions as emerged from the dialog and will formulate and deliver to the Holding CO. the refined proposals for Projects.

**E. Decisions:** The decisions regarding any or all the Plans and Projects, whether to execute them ,whole, in part, or not at all remains the exclusive prerogative of the Government of the Republic of Kazakhstan. the Consultant will be informed by Holding Co. about those decisions within a proper short time frame.

**F. Execution:** Holding Co. will chose whom to task with execution of plans and projects which were approved, unless other procedure had been explicitly agreed upon by

Holding Co. in advance.

A separate contract between Holding Co. and the selected Contractor to which the Consultant would NOT be a party or a signatory will have to be struck for a project to be executed.

A proper consideration in the above mentioned decision will be given by the Holding Co. to the time, effort, intellectual property rights etc., invested by Israeli Party or Parties who played a role in the process of developing the Project solutions.

**G. Supervision:** The Consultant, hand in hand with the Holding Co. or the Kazakh entity which would be empowered by Holding Co. to do it ,will jointly supervise the project in good faith as long as needed according to both Holding Co. and the Consultant.

**A Note: Appendix I, Attached, describes graphically the above mentioned phased process and is an inseparable part of this Agreement.**

**Workload**

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The Services will be mainly supplied by the Chairman of Hyperion (E.B) 2013 Ltd. Mr. Ehud Barak at a volume of work which will not exceed —% of his time.

Mr. Barak will be assisted by professional team of experts on issues stemming from the complexity of the projects and will outsource ,under his tight inspection, certain aspects of analysis to Israeli Party .

In order to discuss the evolving solutions Holding Co. will arrange a Meeting in Kazakhstan in intervals not to exceed two months where the Consultant and according to need other Israeli Party, as well as Mr Barak will generally be expected to take part in person to meet with Government of Kazakhstan relevant figures.

**Duration of the Agreement**

the term of the agreement is Three Years from the date of its signing by both parties to it.

The agreement will be renewed for another One Year Term at a time unless either Party to it will announce to the other party in writing of his intention to terminate it, at least 90 days before the date the new One Year period would have to start.

the agreement can be terminated by either party with a written ,120 days early announcement, to the other party .

During those 120 days both sides will keep up cooperating in good faith and will live up to all their commitments according to this Agreement.

**Compensation**

**Payment Schedule**

**Non conflict/Non exclusive**

Both Parties will make sure that other activities taken by them will not create conflict of interest with their
commitments according to this Agreement vis a vis the other party .

This Agreement does not provide exclusivity.

**Governing law and jurisdiction**

This Agreement shall be governed, construed and enforced in accordance with the laws of the Republic of Kazakhstan.
all disputes in connection to this Agreement shall be resolved by the courts of the City of Astana, Kazakhstan.

**Signed on Saturday, April 26, 2014 in Astana, Kazakhstan by:**

**On behalf of National Managing Holding "Baiterek" JCS**

**On behalf of Hyperion (E.B) 2013 Ltd.**